

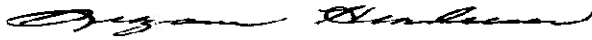
Electronically Recorded

Tarrant County Texas

Official Public Records

10/18/2010 11:02 AM

D210256799



PGS 6 \$36.00

Suzanne Henderson

Submitter: ACS

Record and Return to:

---

---

---

221004718/j5/CLTC

**SHORT FORM LEASE**

THIS SHORT FORM LEASE (the "Short Form Lease"), made and entered into this 15<sup>th</sup> day of October, 2010, by and between **KIMCO MONTGOMERY PLAZA, L.P.**, a Texas limited partnership ("Landlord"), and **CHICK-FIL-A, INC.**, a Georgia corporation ("Tenant").

**WITNESSETH:**

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated June 22, 2010 (the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease for record in the Records of Tarrant County, Texas, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. Premises. (a) Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, (i) all that certain tract, piece or parcel of land consisting of approximately 1.31 acres (approximately 57,063.60 square feet) being more particularly described or shown on Exhibit "A" attached hereto (collectively, the "Land"), located in and deemed a part of the Montgomery Plaza Shopping Center located at W. 7th and Carroll Streets, City of Fort. Worth, County of Tarrant, State of Texas, being more particularly shown and labeled on Exhibit "B" attached hereto ("Shopping Center"), and (ii) the building, and any other buildings, improvements, and structures as the same may presently exist or may be hereinafter located on or constructed from time to time upon the Land containing approximately 5000 square feet ("Tenant's Building"), the Land and Tenant's Building to be collectively referred to as the "Premises", TOGETHER WITH: (i) a non-exclusive right and easement to use the Common Areas of the Shopping Center, hereinafter defined, in common with the other tenants of the Shopping Center for the purposes of parking, pedestrian and vehicular access, ingress and egress upon, over, through and across the driveways, accessways and sidewalks located from time to time on the Common Areas, all as same presently exist or may be hereinafter located from time to time on the Shopping Center, including those certain access drives and curb cuts designated as "Critical Common Areas" (if any) on Exhibit "B" attached hereto (the "Critical Common Areas"), which Critical Common Areas Landlord (or Landlord's successors in interest or assigns) shall not materially alter or relocate (unless required by law) without Tenant's prior written consent), which consent shall not be unreasonably withheld, conditioned or delayed; (ii) a non-exclusive easement upon, over, under and through the Shopping Center for the installation, use,

maintenance, repair and replacement of underground utility (including storm water drainage and detention) lines, conduits and facilities necessary to serve the Land and the improvements thereon to the extent such utilities do not already exist as of the Effective Date of this Lease (see Section 43 hereof); and (iii) any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, including without limitations those appurtenances, rights, privileges and easements under the OEA, as defined below.

(b) **Common Areas.** "**Common Areas**" is hereby defined as all the areas, equipment and facilities of the Shopping Center, or of any other land or property made available by Landlord for the safety, benefit or convenience of tenants or their employees, subtenants, customers or invitees, and any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, including and not in limitation, all parking areas, driveways, accessways, sidewalks and curbs, entrances and exits from the adjacent streets. Landlord hereby reserves the right to relocate, increase, reduce or otherwise change the number, dimensions, or locations of the parking areas, drives, exits, entrances, walks and other common areas or buildings located within the Shopping Center, except Landlord may not restrict or deny access for ingress and egress between the Land and the remainder of the Shopping Center, and further, Landlord shall not materially alter or relocate (unless required by law) without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, the Critical Common Areas. Landlord agrees to make all necessary repairs and maintenance to the Common Area to keep same in good condition, including without limitation sweeping and removal of snow, ice and refuse, and landscaping maintenance. Common Areas shall be under the exclusive control and management of Landlord.

2. **Term.** The term of the Lease commenced on October 15, 2010, and shall terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as such term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for six (6) consecutive periods of five (5) years each pursuant to the terms of the Lease.

3. **Incorporation of Lease.** The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

4. **Defined Terms.** All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

5. **OEA and Restrictions on Shopping Center.** Tenant acknowledges and agrees that this Lease is subject to that certain Operation and Easement Agreement by and between Target Corporation and Kimco Montgomery Plaza, L.P. recorded October 22, 2004 as Instrument No. 2004-D204331363 of the Real Property Records of Tarrant County, as amended by that certain First Amendment to Operation and Easement Agreement, dated January 23, 2007 (collectively, the "**OEA**"). Tenant shall not violate the OEA, as same may be further modified or amended and shall, at its own cost and expense, promptly observe and comply with the terms and provisions of the OEA, provided however, Tenant shall not be bound by any amendment or modification of the OEA subsequent to the effective date of this Lease to the extent such amendment or modification would materially and adversely affects Tenant's rights hereunder, without the prior written consent of Tenant which consent and approval shall not be unreasonably withheld conditioned or delayed.

Landlord shall maintain and repair (including snow removal each applicable morning), the Critical Common Areas, all in accordance with similarly located shopping center standards and practices.

Landlord shall not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied any portion of the Shopping Center in violation of any provision of the OEA.

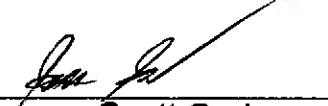
6. Cancellation of Short Form Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Deed Records of Tarrant County, Texas.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed the day, month and year first above written.

**"LANDLORD"**

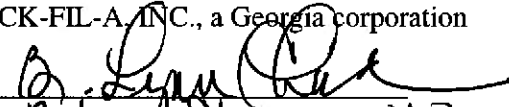
**KIMCO MONTGOMERY PLAZA L.P.**, a Texas limited partnership

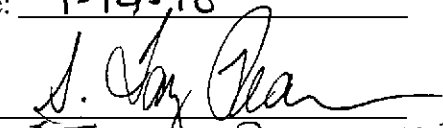
By: KD Ft. Worth 1100, Inc., a Texas corporation, its General Partner

By:   
Its: Scott Gerber  
Date: Vice President  
10/5/10

**"TENANT"**

CHICK-FIL-A, INC., a Georgia corporation


By:   
Its: B. Lynn Chastain, V.P.  
Date: 9-14-10

By:   
Its: S. Tommy Pearson, V.P.  
Date: 9-14-10

ACKNOWLEDGEMENTS

State of NEW YORK )  
 )ss.:  
 County of NASSAU )

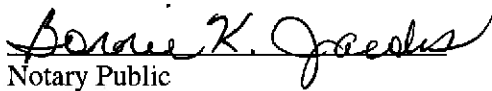
On the 5<sup>th</sup> day of October in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Barker, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
 Notary Public  
 (Notarial Seal)

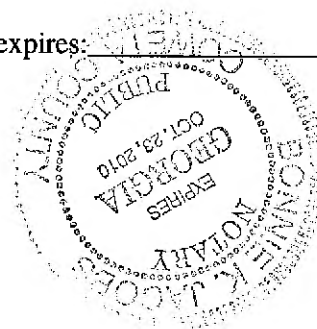
My Commission expires: 11/2/10  
**LENA M. BALDASTY**  
 Notary Public, State of New York  
 No. 01BA6015693  
 Qualified in Queens County  
 Commission Expires November 2, 20 10

State of GEORGIA )  
 )ss.:  
 County of FULTON )

On the 14<sup>th</sup> day of September in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared B. Lynn Chastain and J. Tammy Pearson, personally known to me to be the individuals whose names are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the corporation upon behalf of which the individuals acted, executed the instrument.

  
 Notary Public  
 (Notarial Seal)

My Commission expires: \_\_\_\_\_



**EXHIBIT "A"**

**DESCRIPTION OF LAND**

Lot 4R in Block 1 of Montgomery Plaza Addition (Replat), an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Cabinet A, Slide 12437, Plat Records, Tarrant County, Texas.

# REVISED EXHIBIT B

This site plan is intended to be an approximate depiction of the Shopping Center. No representation or warranty is made with respect to the actual location, number or configuration of Buildings, Curb Cuts, Abutting Thoroughfares, Parking Areas, Traffic Patterns, or of the Tenants intended to be within the Shopping Center. The Landlord specifically reserves the right to change the content and configuration of the Shopping Center from time to time and at any time the Landlord desires in its sole and absolute discretion, or as is required to conform to Local Governing Agencies.

The leased premises shall be the area identified below.

